

EXHIBIT 3

WAGES, BENEFITS AND RATES

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WAGES

1. GENERAL

1.1 This Contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28 (as amended or supplemented) for any Contract work performed within the State of Washington. Federal wage laws and rules also apply. This document lists hourly minimum rates for wages, fringe benefits, and overtime pay requirements.

1.2 The Contractor, any subcontractor, or other person doing any work under the Contract shall not pay any worker less than the minimum hourly wage rates and fringe benefits shown in this document. Higher wages and benefits may be paid.

1.3 By including wage, fringe benefit, and overtime rates in this Contract, WSF does not imply that the Contractor will find labor available at those rates. The Contractor shall calculate and be responsible for any amounts above the minimums that will actually have to be paid. The wage rates which must be paid for the duration of the Contract are those which are in effect at the bid Due Date.

1.4 When the project is subject to both State and Federal wage rates and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate.

1.5 If employing labor in a class not listed in the special provisions, the Contractor shall request a determination of the correct wage rate for the class and locality from the Industrial Statistician, State Department of Labor and Industries, and/or from the US Secretary of Labor on Federal-aid projects. The Contractor shall provide a copy of these determinations to WSF.

1.6 (Vacant – FHWA provision regarding ship repair contract)

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2 **2. POSTING NOTICES**

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4 In a location acceptable to the Department of Labor and Industries, the Contractor
5 shall post:

- 6
7 A. One copy of the approved "Statement of Intent to Pay Prevailing
8 Wages";
9
10 B. One copy of the prevailing wage rates for the project;
11
12 C. The address and telephone number of the Industrial Statistician for the
13 Department of Labor of Industries (along with notice that complaints or
14 questions about wage rates may be directed there); and
15
16 D. The following posters if the project is funded with Federal aid:
17
18 1. FHWA 1495 and 1495A Wage Rate Information.
19 2. FHWA 1022 Fraud Notice; and
20 3. OFCCP – 1420 Equal Employment Opportunity is the Law.

21 **3. APPRENTICES**

22
23 If employing apprentices, the Contractor shall submit to WSF written evidence
24 showing:

- 25
26 A. Each apprentice is enrolled in a program approved by the Washington
27 State Apprenticeship and Training Council;
28
29 B. The progression schedule for each apprentice; and
30
31 C. The established apprentice-journeyman ratios and wage rates in the
32 project locality upon which the Contractor will base such ratios and
33 rates under the Contract. Any worker for whom an apprenticeship
34 agreement has not been registered and approved by the Washington
35 State Apprenticeship and Training Council shall be paid at the
36 prevailing hourly rate for journeymen as provided in RCW 39.12.021.
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2 **4. DISPUTES**

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4 4.1 If labor and management cannot agree in a dispute over the proper prevailing
5 wage rates, the Contractor shall refer the matter to the Director of the
6 Department of Labor and Industries (or to the U.S. Secretary of Labor when
7 that agency sets the rates). The Director's (or Secretary's) decision will be
8 final, conclusive, and binding on all parties.

9 **5. REQUIRED DOCUMENTS**

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11 5.1 On forms the Industrial Statistician, State Department of Labor and Industries
12 (State L&I) provides, the Contractor shall submit the following for itself and
13 for each subcontractor that performs Contract Work:

14

15 A. A "Statement of Intent to Pay Prevailing Wages" (State L&I form
16 number F700-029-000). WSF will make no payment under the
17 Contract for the work performed until this Statement has been
18 completed, approved, and submitted.

19

20 B. An "Affidavit of Wages Paid," (State L&I form number F700-007-
21 000), with the Final Contract Voucher Certification. WSF will not
22 release to the Contractor any funds retained under RCW 60.28.010
23 until all the "Affidavits for Wages Paid" forms have been completed,
24 approved, and submitted.

25

26 5.2 The Contractor shall be responsible for requesting these forms from State L&I
27 and for paying any approval fees required by State L&I.

28

29 5.3 In addition, the Contractor shall submit a "Request for Release" to State L&I
30 on a form provided by that agency.

31

32 5.4 Certified payrolls are required to be submitted by the Contractor to WSF, for
33 the Contractor and all subcontractors or agents on: (i) all Federal-aid projects;
34 and (ii) when requested in writing by WSF, on projects funded with only State
35 funds. If these payrolls are not supplied within ten (10) calendar days of the
36 end of the preceding weekly payroll period for Federal aid projects or within
37 ten (10) calendar days for the date of the written request on projects with only
38 State funds, any or all payments may be withheld until compliance is achieved.
39 Also, failure to provide these payrolls could result in other sanctions as
40 provided by State law (RCW 39.12.050) and/or Federal regulations (29 CFR
41 5.12). All certified payrolls shall be complete and explicit. Employee work
42 classification codes used on certified payrolls shall coincide exactly with the
43 occupational codes listed on the project's minimum wage schedule. When an

1 apprentice is shown on the certified payroll at a rate less than the minimum
2 prevailing journey wage rate, the apprenticeship registration number for that
3 employee from the State Apprenticeship and Training Council shall be shown
4 along with the correct employee classification code.

5 **6. AUDITS**

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7 6.1 WSF and/or State L&I may inspect or audit the Contractor's wage and payroll
8 records at any time during the Contract and up to three (3) years after WSF
9 acceptance of the Contract Work. The Contractor shall maintain such records
10 for that period. The Contractor shall also guarantee that wage and payroll
11 records of all his subcontractors and agents shall be open to similar inspection
12 and auditing for the same period of time. WSF will give the Contractor
13 reasonable notice of the starting date if an audit will begin more than sixty (60)
14 days after WSF's acceptance of the Contract Work.
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17 **WORKER BENEFITS**

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20 1. The Contractor shall make all payments required for unemployment compensation
21 under Title 50 RCW and for industrial insurance and medical aid required under Title
22 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, WSF
23 may retain such payments from any money due the Contractor and pay the same into
24 the appropriate fund.
25
26 2. The Public Works Contract Division of State L&I will provide the Contractor with
27 applicable industrial insurance and medical aid classification and premium rates. The
28 "Request for Release" form of State L&I is also for the purpose of obtaining a release
29 with respect to the payments of industrial insurance and medical aid premiums.
30
31 3. For work on or adjacent to water, the Contractor shall make its own determinations as
32 to whether workers will be covered under the Longshoreman's and Harbor Worker's
33 Compensation Act administered by the U.S. Department of Labor, or State Industrial
34 Insurance administered by State L&I, or by both. The Contractor shall include all
35 costs of providing either or both of the aforementioned insurance coverage's in its Bid.
36 The Contractor will not be entitled to any additional payments for: (i) failure to
37 include such costs in its Bid; or (ii) determinations made by the U.S. Department of
38 Labor or State L&I regarding the insurance coverage.
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2 **WAGE RATES**
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- 5 1. The prevailing rate of wages to be paid to all workmen, laborers, or mechanics
6 employed in the performance of any part of this Contract shall be in accordance with
7 the provisions of Revised Code of Washington (RCW) 39.12. The rules and
8 regulations of State L&I and the schedule of prevailing wage rates for the locality or
9 localities where this Contract will be performed, as determined by the State L&I
10 Industrial Statistician, are by reference made a part of this Contract as though fully set
11 forth herein. Specific prevailing wage rates for this Contract, by class and locality, are
12 attached hereto as **Attachment "A" (Federal)** and **Attachment "B" (State)**, and by
13 this reference made a part of this Contract .
14
- 15 2. If employing labor in a class not listed in the Contract, the Contractor shall request a
16 determination of the correct wage rate for that class and locality from the State L&I
17 Industrial Statistician. The Contractor shall provide a copy of these determinations to
18 WSF.
19
- 20 3. In case any dispute arises as to the prevailing wage rates for work of a similar nature
21 and such dispute cannot be adjusted by the parties in interest, including labor and
22 management representatives, the matter shall be referred for arbitration to the Director
23 of the State L&I and his decision therein shall be final and binding on all parties
24 involved in the dispute as provided by RCW 39.12.060 as amended.
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29

(END)

ATTACHMENT “A”

Prevailing Minimum Hourly Wage Rates – Federal

(N/A – see Attachment “B”)

ATTACHMENT “B”

Prevailing Minimum Hourly Wage Rates – State

SPECIAL PROVISIONS

WAGE RATES

The prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Revised Code of Washington (RCW) 39.12. The rules and regulations of the Washington State Department of Labor and Industries (L & I) and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed, as determined by the L & I Industrial Statistician, are by reference made a part of this Contract as though fully set forth herein.

If employing labor in a class not listed in the Contract, the Contractor shall request a determination of the correct wage rate for that class and locality from the L & I Industrial Statistician. The Contractor shall provide a copy of these determinations to Washington State Ferries.

Since the Contractor will be held responsible for paying the prevailing wages, not less than the hourly minimum wage, it is imperative that all bidders familiarize themselves with the current wage rates before submitting bids based on these specifications.

In case any dispute arises as to the prevailing wage rates for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and his decision therein shall be final and binding on all parties involved in the dispute as provided by RCW 39.12.060 as amended.

Attachment B